

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION

PHILIP and UNSIL KEISER	§	
	§	
V.	§	CIVIL ACTION NO. G-10-229
	§	
ALLSTATE INSURANCE COMPANY	§	

**OPINION AND ORDER**

Before the Court is the “Motion to Abate” of Plaintiffs, Philip and Unsil Keiser; the Motion seeks a suspension of this action to allow the Parties to conduct an appraisal of the Plaintiffs’ flood damages. The Motion is opposed by Defendant, Allstate Insurance Company, unless the Plaintiffs will stipulate to a pre-appraisal “agreed upon scope” of the damages to be appraised. To date, the Plaintiffs have only offered to “agree that the scope of the appraisal will only be for those damages covered by the insureds’ flood policy.” The Court finds that the Plaintiffs’ proposed agreement is inadequate because it would allow the appraisers to impermissibly argue over the scope of the flood damages during the appraisal process. See e.g., De La Cruz v. Bankers Ins. Co., 237 F.Supp. 2d 1370, 1375 (S.D. Fla. 2002) see also, White Star Properties v. Fidelity Nat. Prop and Cas. Ins. Co., 3:10-cv-93 (S.D. Tex., Hoyt, J., 2010)

It is, therefore, **ORDERED** that the “Plaintiffs’ Motion to Abate” (Instrument no. 11) is **DENIED**.

**DONE** at Galveston, Texas, this \_\_\_\_ 6th \_\_\_\_ day of October, 2010.

  
\_\_\_\_\_  
John R. Froeschner  
United States Magistrate Judge